



SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • FAX (213) 620-0636

MEMBERS OF THE BOARD

GLORIA MOLINA

MARK RIDLEY-THOMAS

ZEV YAROSLAVSKY

DON KNABE

MICHAEL D. ANTONOVICH

April 19, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO CREATE AND DEFINE THE CHILDREN'S SPECIAL INVESTIGATIONS UNIT (ALL DISTRICTS) (3-VOTES)

SUBJECT

Request approval of ordinances to repeal the Los Angeles County Code, Children's Services Inspector General and create and define the Children's Special Investigation Unit.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve introduction of ordinances amending Title 2 of the County Code to repeal Section 2.20.080 – Children's Services Inspector General (CSIG), to remove the position of the CSIG from the County Code, and add Section 6.44 – Children's Special Investigation Unit (CSIU), to create and define the position of the CSIU in the County Code.

2. Approve the Memorandum of Understanding between the CSIU and the Departments of: Children and Family Services; Mental Health; Probation; Health Services; Public Social Services; Public Health; Child Support Services; County Counsel; and Coroner, to formalize the collaborative requirements between the CSIU and these Departments which outlines various operational and procedural protocols for collaboration during the investigation of child fatalities and incidents of child abuse.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions are necessary to create the CSIU as part of the administration of the County's child protective services program in the department of the Board of Supervisor.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Coal 1, Service Excellence, Goal 4, Fiscal Responsibility, and Goal 5, Children and Families' Well-being.

FISCAL IMPACT/FINANCING

The recommended action has no effect on budgeted revenues and expenditures.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS


The proposed ordinance will: a) Create the position of the CSIU in the department of the Board of Supervisors as part of the administration of the County's child protective services; b) At the request of the Board of Supervisors, individual members of the Board of Supervisors, or the Director of Children and Family Services, the CSIU shall perform independent legal reviews, including conducting impartial investigations to enhance the legal reviews as needed, of cases involving child death or serious injury caused by abuse or neglect; c). The CSIU shall work under the direction of a licensed attorney who serves as special counsel to the Board of Supervisors, and all reports of the CSIU shall be provided directly to the Board of Supervisor on a confidential attorney-client basis; d) The Department of Children and Family Services and all other County departments, County Officers, employees and contractors shall cooperate in such reviews and promptly supply any information or records requested by the CSIU to the extent permitted by law.

The Memorandum of Understanding between the CSIU and the Departments of: Children and Family Services; Mental Health; Probation; Health Services' Public Social Services; Public Health; Child Support Services; County Counsel; and Coroner will formalize that all parties agree that unless otherwise prohibited by law, the CSIU as special counsel to the Board is authorized to review and receive all information, including otherwise confidential information, which would normally be provided to counsel to the Board or which the Board or individual Board Offices are legally authorized to review and receive. This includes, but is not limited to, information protected by California Welfare and Institutions Code Sections 827, 5328, 10850, 16502.5, California Civil Code 56.10, and Health Insurance Portability and Accountability Act of 1996.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will continue the County's efforts to investigate child fatalities and incidents of child abuse or neglect.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Sachi A. Hamai". The signature is written in a cursive, flowing style.

SACHI A. HAMAI
Executive Officer, Board of Supervisors

SAH:JL:ieu

Enclosures

- c: Chief Executive Office
- County Counsel
- Coroner
- Chief Probation Officer
- Director of Child Support Services
- Director of Children and Family Services
- Director of Health Services
- Director of Public Health
- Director of Public Social Services

COUNTY OF LOS ANGELES

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CHILDREN'S SPECIAL INVESTIGATION UNIT AND THE
FOLLOWING COUNTY DEPARTMENTS:**

Department of Children and Family Services

Department of Mental Health

Probation Department

Department of Health Services

Department of Public Social Services

Department of Public Health

Child Support Services Department

Office of the County Counsel

Coroner

RECITALS

WHEREAS, the Children's Special Investigation Unit ("CSIU") was established by the Los Angeles County Board of Supervisors ("Board") to act as special counsel in order to provide an independent legal review of child deaths and serious incidents of child abuse and neglect while under the care and/or supervision of County departments (collectively, "Incidents"); and

WHEREAS, the CSIU provides the Board, on a confidential and privileged attorney-client basis, with its analysis of issues and recommendations to reduce exposure to liability and to improve the County's delivery of services to at-risk children entrusted to the County's care; and

WHEREAS, it is necessary for the County Departments who are parties to this Memorandum of Understanding ("MOU") (collectively, "Departments") to collaborate with the CSIU in order for the County as a whole, to achieve the Board's desired objective of providing the highest quality of care to at-risk children; and

WHEREAS, the CSIU is dependent upon the Departments to provide it with necessary information, documents, subject matter expertise and access to Departmental staff in order for the CSIU to conduct its review of the Incidents;

NOW THEREFORE, by this MOU, the parties hereby agree to formalize the collaborative requirements, roles and responsibilities between the CSIU and the Departments in order to facilitate investigations conducted by the CSIU as special counsel to the Board .

1. ACCESS TO INFORMATION

All parties agree that in order for the CSIU to conduct comprehensive legal investigations and provide accurate attorney-client information to the Board, it will be necessary for the CSIU to have access to information, including otherwise confidential or privileged information, in the possession of the Departments related to children and families whose cases are being investigated by the CSIU.

All parties agree that unless otherwise prohibited by law, the CSIU as special counsel to the Board is authorized to review and receive all information, including otherwise confidential information, which would normally be provided to counsel to the Board or which the Board or individual Board offices are legally authorized to review and receive. This includes, but is not limited to, information protected by California Welfare and Institutions Code Sections 827, 5328, 10850, 16502.5, California Civil Code 56.10, and Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-191).

Further, given that CSIU is acting on behalf of the Board and its covered entities and will make some recommendations to the Board on quality improvement and/or health care operations for the County's covered entities, CSIU shall execute and adhere to the

terms of the County's Business Associate Agreement (see Exhibit A, Business Associate Agreement).

If an issue arises regarding whether the CSIU may review or receive a particular piece of information or record, the CSIU and/or involved Department shall contact the Office of the County Counsel ("County Counsel") and defer to their legal opinion.

Notwithstanding any of the above, upon a request for information or records to County Counsel, County Counsel shall provide the requested information or records to the extent that, in its sole discretion, doing so would not jeopardize the attorney-client privilege.

Additionally, the CSIU shall receive a copy of all confidential or attorney-client critical injury or child fatality reports provided to the Board by the parties. The CSIU shall protect the confidentiality of all such information and shall not further disclose except to the Board of Supervisors or Board offices.

A. Each Departmental signatory to this MOU, shall designate a central point-of-contact and alternate as set forth in Exhibit B attached and incorporated hereto, to whom the CSIU shall direct its requests for files, documents or other information the CSIU deems, in its sole reasonable discretion, relevant and necessary for the CSIU to perform a thorough review and investigation for the Board .

Upon receipt of the CSIU's request to said designated point-of-contact, the particular Department shall utilize its best efforts to:

- 1) Provide the requested documents, files and/or other information to the CSIU within ten (10) business days; or
- 2) In the event the request cannot be fulfilled within ten (10) business days, the Department shall contact the CSIU before the expiration of the timeframe so that the parties may agree upon an alternate production date.

2. CSIU and DEPARTMENTAL CONTACTS/COMMUNICATIONS:

During the course of its review and investigation, it may be necessary for the CSIU to interview, meet with or teleconference with Departmental staff involved in the case and/or for general informational purposes. The parties agree that the following protocol shall be followed in effectuating the CSIU's contacts with Department staff:

- A. For contacts with management level staff, the CSIU may contact the individual(s) directly, who shall notify their superiors as they deem appropriate or necessary.
- B. The CSIU recognizes the need for Department Executive Management to be apprised of its contacts with non-management staff and accordingly, the CSIU shall advise the designated Department point of contact of its staff contact requests. The Department point of contact shall immediately thereafter facilitate/coordinate the interface between the CSIU and the staff person(s).

- C. In the event that the Department objects to or is unable to facilitate the CSIU contact with staff, the Department point-of-contact shall immediately notify the CSIU in writing, setting forth the reasons for same. As soon as possible thereafter, the CSIU and Department Head shall discuss the situation to determine if alternate information sources are available that can meet the needs of the CSIU.
- D. The Departments shall communicate to their staff members the need for their timely cooperation and candor with the CSIU. In the event the CSIU encounters any difficulties with staff cooperation, it shall notify the Department Head as soon as possible who shall thereafter, take reasonable corrective actions as he/she deems appropriate to facilitate timely and effective cooperation with the CSIU.

3. COMMUNICATION OF CSIU FINDINGS & RECOMMENDATIONS

The CSIU shall conference with the Department Director and his/her designated staff, to discuss CSIU findings and recommendations during the course of its investigation or as soon as practical after the conclusion of the CSIU investigation.

Multiple Departments may be invited to meet with the CSIU jointly to discuss investigation findings and recommendations that affect those multiple Departments. Information and records shared at those meetings will be done only in so far as is legally permissible.


4. FINAL CSIU REPORT:

The CSIU's written report of matters referred to it for review and investigation by the Board is subject to the attorney-client privilege and is protected attorney work product pursuant to Evidence Code section 950 et seq. As such, the Department shall not be provided with a copy of the report unless the Board of Supervisors expressly authorizes the release of the report to the Department Head and/or other designated parties as the Board deems appropriate. Person(s) receiving a copy of the CSIU report shall not copy, reproduce, disseminate or distribute the report.

5. GENERAL PROVISIONS

This MOU may be executed in counterparts and shall become effective upon complete execution by the parties and approval of the MOU by the Board. This MOU may be modified only by the mutual written consent of the parties and Board approval and shall remain in effect unless otherwise terminated by the Board of Supervisors.

READ AND APPROVED:



Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

April 14, 2011
Date

Antonia Jimenez, Acting Director
Department of Children and Family Services

Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

Date

Donald H. Blevins, Director
Probation Department

Date

Mitchell H. Katz, MD, Director
Department of Health Services

Date

Philip L. Browning, Director
Department of Public Social Services

Date

Steven J. Golightly, Director
Child Support Services

Date

READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

Date



Jackie Contreras, PhD
Interim Director
Department of Children and Family Services

4/22/11

Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

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Philip L. Browning, Director
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Steven J. Golightly, Director
Child Support Services

Date

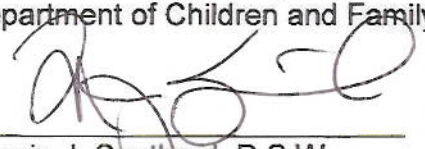
READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

Date

Antonia Jimenez, Acting Director
Department of Children and Family Services

Date



Marvin J. Southard, D.S.W.
Department of Mental Health

3/16/2011

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

Date

Donald H. Blevins, Director
Probation Department

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Mitchell H. Katz, MD, Director
Department of Health Services

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Philip L. Browning, Director
Department of Public Social Services

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Steven J. Golightly, Director
Child Support Services

Date

READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

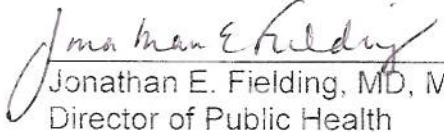
Date

Antonia Jimenez, Acting Director
Department of Children and Family Services

Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date


Jonathan E. Fielding, MD, MPH
Director of Public Health

3/28/11
Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

Date

Donald H. Blevins, Director
Probation Department

Date

Mitchell H. Katz, MD, Director
Department of Health Services

Date

Philip L. Browning, Director
Department of Public Social Services

Date

Steven J. Golightly, Director
Child Support Services

Date

READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

Date

Antonia Jimenez, Acting Director
Department of Children and Family Services


Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

Date



Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

3/17/11

Date

Donald H. Blevins, Director
Probation Department

Date

Mitchell H. Katz, MD, Director
Department of Health Services

Date

Philip L. Browning, Director
Department of Public Social Services

Date

Steven J. Golightly, Director
Child Support Services

Date

READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

Date

Antonia Jimenez, Acting Director
Department of Children and Family Services

Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

Date



Donald H. Blevins, Director
Probation Department

4/15/11
Date

Mitchell H. Katz, MD, Director
Department of Health Services

Date

Philip L. Browning, Director
Department of Public Social Services

Date

Steven J. Golightly, Director
Child Support Services

Date

READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

Date

Antonia Jimenez, Acting Director
Department of Children and Family Services

Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

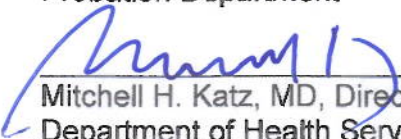
Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

Date

Donald H. Blevins, Director
Probation Department

Date


Mitchell H. Katz, MD, Director
Department of Health Services

Date

3/20/11

Philip L. Browning, Director
Department of Public Social Services

Date

Steven J. Golightly, Director
Child Support Services

Date

READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

Date

Antonia Jimenez, Acting Director
Department of Children and Family Services

Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

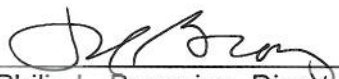
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Donald H. Blevins, Director
Probation Department

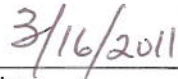
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Mitchell H. Katz, MD, Director
Department of Health Services

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Philip L. Browning, Director
Department of Public Social Services



Date

Steven J. Golightly, Director
Child Support Services

Date

READ AND APPROVED:

Amy Shek Naamani, Lead Attorney
Children's Special Investigations Unit

Date

Antonia Jimenez, Acting Director
Department of Children and Family Services

Date

Marvin J. Southard, D.S.W.
Department of Mental Health

Date

Jonathan E. Fielding, MD, MPH
Director of Public Health

Date

Andrea Sheridan Ordin, County Counsel
Office of the County Counsel

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Donald H. Blevins, Director
Probation Department

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Mitchell H. Katz, MD, Director
Department of Health Services

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Philip L. Browning, Director
Department of Public Social Services

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Steven J. Golightly, Director
Child Support Services

Date

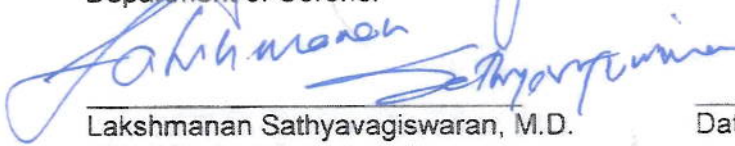
4-14-11



Anthony T. Hernandez, Director
Department of Coroner

Date

3-28-11



Lakshmanan Sathyavagiswaran, M.D.
Chief Medical Examiner-Coroner
Department of Coroner

Date

3-28-11

Business Associate Agreement

EXHIBIT A

CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by

Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information.

Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible,

all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by

the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity’s payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in

accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity

to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business

Associate Agreement effective as of the date stated below.

Business Associate:

Covered Entities

CHILDREN'S SPECIAL
INVESTIGATION UNIT

COUNTY OF LOS ANGELES,

DEPARTMENT OF HEALTH SERVICES

Print Name: Amy S. Naamani By: _____

Sign:  Title: _____

Title: Lead Attorney, CSIU Dated: _____

Dated: April 14, 2011

DEPARTMENT OF MENTAL HEALTH

By: _____

Title: _____

Dated: _____

DEPARTMENT OF PUBLIC HEALTH

By: _____

Title: _____

Dated: _____

to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business

Associate Agreement effective as of the date stated below.

Business Associate:

Covered Entities

CHILDREN'S SPECIAL
INVESTIGATION UNIT

COUNTY OF LOS ANGELES,

DEPARTMENT OF HEALTH SERVICES

Print Name: _____ By: Markum I

Sign: _____ Title: Director

Title: _____ Dated: 3/20/11

Dated: _____

DEPARTMENT OF MENTAL HEALTH

By: _____

Title: _____

Dated: _____

DEPARTMENT OF PUBLIC HEALTH

By: _____

Title: _____

Dated: _____

to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business

Associate Agreement effective as of the date stated below.

Business Associate:

Covered Entities

CHILDREN'S SPECIAL
INVESTIGATION UNIT

COUNTY OF LOS ANGELES,

DEPARTMENT OF HEALTH SERVICES

Print Name: _____ By: _____

Sign: _____ Title: _____

Title: _____ Dated: _____

Dated: _____

DEPARTMENT OF MENTAL HEALTH

By:  _____

Title: _____

Dated: 3/16/2011

DEPARTMENT OF PUBLIC HEALTH

By: _____

Title: _____

Dated: _____

to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business

Associate Agreement effective as of the date stated below.

Business Associate:

Covered Entities

CHILDREN'S SPECIAL
INVESTIGATION UNIT

COUNTY OF LOS ANGELES,

DEPARTMENT OF HEALTH SERVICES

Print Name: _____ By: _____

Sign: _____ Title: _____

Title: _____ Dated: _____

Dated: _____

DEPARTMENT OF MENTAL HEALTH

By: _____

Title: _____

Dated: _____

DEPARTMENT OF PUBLIC HEALTH

By: Jonathan E. Kelding

Title: Director

Dated: 3/28/15